

4334  
1 BILL NO. S-78-12-09

2 SPECIAL ORDINANCE NO. S-

8-05-79

3 AN ORDINANCE approving City Utilities  
4 Purchase Order No. 0495 with General  
5 Electric Company for equipment for  
6 City Street Lighting Department.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
8 INDIANA:

9 SECTION 1. That City Utilities Purchase Order No. 0495, dated  
10 November 21, 1978, between the City of Fort Wayne, by and through the City  
11 Utilities Purchasing Agent and the Board of Public Works and General  
12 Electric Company, for:

13 100 Sodium Regular Ballast Power Doors for City Street  
14 Lighting Department,

15 at a cost of \$7,900.00, all as more particularly set forth in said  
16 Purchase Order, which is on file in the Office of the Department of Pur-  
17 chasing and is by reference incorporated herein and made a part hereof,  
18 be and the same is in all things ratified, confirmed and approved.

19 SECTION 2. That this Ordinance shall be effective upon passage  
20 and approval by the Mayor.

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26 Councilman

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32 APPROVED AS TO FORM  
AND LEGALITY, \_\_\_\_\_

  
CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chamber City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 12-12-78 Charles W. Utterman  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
BURNS	<u>X</u>	_____	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____	_____
HUNTER	<u>X</u>	_____	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____	_____
SCHMIDT, D.	_____	_____	_____	<u>X</u>	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 1-9-79 Charles W. Utterman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-05-79 on the 9th day of January, 1979.  
ATTEST: (SEAL)

Charles W. Utterman Winfield C. Moore JR.  
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of January, 1979, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Utterman  
CITY CLERK

Approved and signed by me this 17th day of January, 1979, at the hour of 2:00 o'clock 3 M., E.S.T.

Rahab Shumshong  
MAYOR

Bill No. S-78-12-09

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving City Utilities Purchase Order No. 0495 with General  
Electric Company for equipment for City Street Lighting Department

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

*Paul M. Burns*  
*James S. Stier*  
*Vivian G. Schmidt*  
*Winfield C. Moses, Jr.*  
*Fredrick R. Hunter*

DATE

1-9-79  
CONTINUED IN  
CITY CLERK

DATE

MADE A MATTER OF RECORD

CHARLE

CITY CLERK

# Memorandum

To H. P. Wehrenberg, Board of Works

Date November 21, 1978

From Ruth Winget, Purchasing Department.

Subject 100 Power Doors

## COPIES TO:

E. A. Stanczak Jr.  
J. Shoulders  
C. E. O'Neal

Herewith is Purchase Order No. 0495 which is prepared favoring General Electric Company for 100 H.P. Sodium Regular Ballast Power Doors for Street Lighting Department.

This is a proprietary item because:

1. Meets with City of Fort Wayne standards.
2. Other sources for supplies would not be interchangeable with this item.
3. This item is for maintenance purposes.

Attached are the following documents in support of the recommendation for acceptance of General Electric Company.

1. Copy of General Electric Company quote.
2. Purchase Order No. 0495.

It is urged that in referring this quote to the City Council for enactment of an ordinance, that all of the attached items, together with this memorandum (or copies), be included with the proposed ordinance.

Please make sure that no confirming Purchase Order Number is given to General Electric Company until evidence of Council approval is furnished to the Purchasing Department.

*R. A. Winget*  
R. A. Winget

Approved:

*Stephen D. Millsapugh*  
Stephen D. Millsapugh

66-253-14  
11/24/78

L phone - Ruth Winget

Sales Office Street Address

City and State

Date

L Room 1510, 300 Madison Ave., Toledo, Ohio November 20, 1978 242-64539

L Mrs. Ruth Winget  
 L City of Fort Wayne  
 L 1 Main Street  
 L Fort Wayne, Indiana 46802

☒ F.O.B. POINT OF SHIPMENT  
 NET CASH WITHIN 30 DAYS  
 FROM DATE OF SHIPMENT

☐ OTHER.....

Gentlemen:

We thank you for your inquiry and are pleased to submit the following quotation.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT OR NET	* PRICE CLAUSE	ESTIMATED WEEKS SHIPMENT
1	100	400 WATT LUCALOX REGULATOR POWER DOORS MULTI VOLT 120/208/240/277 CATALOG #C249P500	\$79.00 EA	NET	1G	Stock - 6 weeks
		Orders over \$500.00, F.O.B. point of shipment freight prepaid and allowed				
		Orders under \$500.00, F.O.B. point of shipment freight prepaid and billed.				

\* Price adjustment clause is attached.

Stock items are subject to prior sale.

Transportation: ☐ Normal Allowed  
 SEE ABOVE

GENERAL ELECTRIC  
 WILL SELECT  
 METHOD AND ROUTING

☐ Not Allowed

This quotation is void unless accepted within 15 days from date hereof, and, in the meantime is subject to change upon notice.  
 It supersedes all previous quotations and agreements relating to this transaction.

Very truly yours,

*Karen Armstrong*  
 SIGNATURE AND SALES OPERATION

Karen Armstrong, Sales Assistant

NOTICE: Sale of any products or services covered by this quotation is conditional upon the terms contained herein (including those on the back of this form).  
 Any additional or different terms proposed by Buyer are objected to and will not be binding upon Seller unless specifically assented to in writing by  
 Seller's authorized representative.

## CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and design and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to meet said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder; provided, however, that if Buyer, in the course of its regular and usual business, transfers title to or leases such products (including equipment incorporating such products) to a third party, such period shall run until one year from such transfer or lease or eighteen months from shipment by Seller, whichever occurs first.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to meet the foregoing warranties (except title), Seller shall thereupon correct any such failure either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any such thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and upon authority, information and assistance, Seller shall defend, or may settle, at its expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such infringement and the note for the purchase price of said product or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of its quotation. As to any such combination, the use of any such combination: Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to Buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond Seller's reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the date of delivery, date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without set-off as shipments are made. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products by Buyer shall constitute a representation that Buyer is solvent. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency at any time prior to shipment.

If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether or not caused by a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to assisted equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnishes Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal employment opportunity (including the severer paragraphs appearing in §202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of New York.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

**CLAUSE 13**

The prices stated herein are firm for six months from date of the order.

For shipments\* made more than six months from the date of the order, the price shall be increased at the time of shipment\* 1% for each full month or fraction thereof in excess of six from date of order to date of shipment\*.

**CLAUSE 14**

The prices stated herein are firm for twelve months from date of the order.

For shipments\* made more than twelve months from the date of the order, the price shall be increased at the time of shipment\* 1% for each full month or fraction thereof in excess of twelve from date of order to date of shipment\*.

**CLAUSE 15**

(Formerly Clause 89)

The prices stated herein are subject to adjustment upward from the date of the order to the date of shipment\* at the rate of 2% of the selling price for each full month or fraction thereof.

\* In the event the Company has been delayed by any of the causes specified in the clause entitled "Excusable Delays" which are set forth in the Company's Conditions of Sale, "Shipment" shall mean the actual date of shipment.

# CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES  
CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

General Electric Company  
Room 1510  
300 Madison Avenue  
Toledo, Ohio 43604

ORIGINAL  
PURCHASE ORDER NO. 0495

This number must appear on each pack-  
age, packing slip, invoice, bill of lading,  
express receipt and correspondence.

DATE November 21, 1978

SHIP TO —

City Street Lighting Dept.  
1701 South Lafayette Street  
Fort Wayne, Indiana 46803

MAIL ALL INVOICES TO —  
CITY UTILITIES

GENERAL ACCOUNTING  
4th FLOOR CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING  
CERTIFICATION AS REQUIRED BY  
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR. W.O. NO.	UNIT PRICE	TOTAL
		Per Quote #242-64539	154.01		
	100	#C249P500 400 Watt H. P. Sodium Regular Ballast Power Doors		79.00/ea	\$7,900. 00
		Multi volt 120/208/240/277			
		SUBJECT TO COUNCILMANIC APPROVAL			
		Net 30 Ship: Stock to 6 weeks F.O.B. Delivered Price per John Kelly Maint. & Stock			
		RW/pl #78-86			

APPROVED  
By *John P. Kelly*  
ATTENTION!  
Send all invoices to General Accounting  
4th Floor, City-County Bldg.  
1 E. Main St.  
Fort Wayne, Indiana 46802  
Show P. O. Number on Packing Slip  
and Invoice.

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

SUBJECT TO CONDITIONS ON REVERSE SIDE

BY \_\_\_\_\_  
CITY UTILITIES PURCHASING AGENT

FORM U-53



## City Utilities

## PURCHASE REQUISITION

General Electric Co

R. 1510

300 Madison Ave

Toledo, Ohio 43604

Date 11-9-78

Please order the following Material for Delivery as Specified:

To be delivered to CITY STREET LIGHTING 1701 S. LAFAYETTEReq. No. 78-86

On or before

Per Quote # 242-64539P. O. No. 0495QUANTITY # 249P500

DESCRIPTION

Regular Ballast

DIST. NO.

DEPARTMENT ESTIMATED COST

100 A 400 WATT H. P. SODIUM POWER DOORS 15401

~~5000 120/208 VOLT BALLAST~~ # 79.00 ea

\$7900.00

~~Multi-volt 120/208/240/277~~~~MAINT. STOCK~~

C&amp;O

11-9-78

REMARKS:

Subj to Councilman's approval  
I hereby certify that the work or supplies above specified  
are necessary for stock or use in this department.

Department

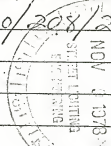
STREET LIGHTING

Dept. Head

Charge Light

Water

Sewage

John T. Shoulders  
Shirley B. Biss 11/13/78Single Source - Multi City Specs. & Standards.  
Not interchangeable with other sources.Net 30  
Ship Stock to  
CWSK.  
F.O.B. Delv'd.

11/16

Karen

W/C

No record  
A.P. rated 150/240

Has mercury  
& metal

Ask John

Questions here?

1. P.E. Receipt? no

2. Astro dome or not? no

3. type ballast? no

4. if it is dual voltage? yes

Don't normally set at factory  
usually done pole.

} This for  
ballast  
not power  
down

RECEIVED  
PURCHASING DEPT.  
OCT 15 1978 PM  
73802112123456

4334

TITLE OF ORDINANCE SPECIAL ORDINANCE - CITY UTILITIES PURCHASE ORDER NO. 0495 - GENERAL ELECTRIC COMPANY

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

2-78-12-09

SYNOPSIS OF ORDINANCE CITY UTILITIES PURCHASE ORDER NO. 0495, GENERAL ELECTRIC COMPANY IN

AMOUNT OF \$7900.00 FOR 100 SODIUM REGULAR BALLAST POWER DOORS FOR CITY STREET LIGHTING DEPT.

(MEMORANDUM AND PURCHASE ORDER ATTACHED)

EFFECT OF PASSAGE ACQUISITION OF POWER DOORS FOR STREET LIGHT FIXTURES

EFFECT OF NON-PASSAGE INABILITY TO REPLENISH STOCK FOR MAINTENANCE REPAIR AND REPLACEMENT

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$7900.00 FROM CITY UTILITIES

ASSIGNED TO COMMITTEE \_\_\_\_\_

BILL NO. S-78-12-09

SPECIAL ORDINANCE NO. S-

S-05-79

AN ORDINANCE approving City Utilities  
Purchase Order No. 0495 with General  
Electric Company for equipment for  
City Street Lighting Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
INDIANA:

SECTION 1. That City Utilities Purchase Order No. 0495, dated  
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at a cost of \$7,900.00, all as more particularly set forth in said  
Purchase Order, which is on file in the Office of the Department of Pur-  
chasing and is by reference incorporated herein and made a part hereof,  
be and the same is in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage  
and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY:

  
CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chamber, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 12-12-78

Charles W. Tittemore  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	<u>X</u>				
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HUNTER	<u>X</u>				
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.				<u>X</u>	
SCHMIDT, V.	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

DATE: 1-9-79

Charles W. Tittemore  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE  
(RESOLUTION) No. 2-05-79 on the 9th day of January, 1979.  
ATTEST: (SEAL)

Charles W. Tittemore  
CITY CLERK

Winfred C. Moore Jr.  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of January, 1979, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Tittemore  
CITY CLERK

Approved and signed by me this 17th day of January, 1979, at the hour of 2:00 o'clock 3 M., E.S.T.

Robert R. Hunsch  
MAYOR

Bill No. S-78-12-09

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving City Utilities Purchase Order No. 0495 with General

Electric Company for equipment for City Street Lighting Department

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

1-9-79 CONSIDERED IN  
DATE 1-9-79 CHURCH & WINTHROP CITY CLERK

MADE A MATTER OF RECORD

DATE 1-9-79 CHAIRMAN Paul M. Burns VICE CHAIRMAN James S. Stier CLERK Vivian G. Schmidt

## Memorandum

To H. P. Wehrenberg, Board of Works

Date November 21, 1978

From Ruth Winget, Purchasing Department.

Subject 100 Power Doors

### COPIES TO:

E. A. Stanczak Jr.  
J. Shoulders  
C. E. O'Neal

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2. Purchase Order No. 0495.

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Please make sure that no confirming Purchase Order Number is given to General Electric Company until evidence of Council approval is furnished to the Purchasing Department.

*R. A. Winget*  
R. A. Winget

Approved: *Stephen D. Millsbaugh*  
Stephen D. Millsbaugh

66-253-14  
11/24/78

Inquiry References

GENERAL ELECTRIC

L phone - Ruth Winget

General Electric Company

FOR FASTER HANDLING  
OF YOUR ORDER REFER TO

Sales Office Street Address

City and State

Date

QUOTATION NO.

L Room 1510, 300 Madison Ave., Toledo, Ohio November 20, 1978

242-64539

L Mrs. Ruth Winget  
 L City of Fort Wayne  
 L 1 Main Street  
 L Fort Wayne, Indiana 46802

☒ F.O.B. POINT OF SHIPMENT  
 NET CASH WITHIN 30 DAYS  
 FROM DATE OF SHIPMENT

☐ OTHER.....

Gentlemen:

We thank you for your inquiry and are pleased to submit the following quotation.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT OR NET	* PRICE CLAUSE	ESTIMATED WEEKS - SHIPMENT
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		Orders over \$500.00, F.O.B. point of shipment freight prepaid and allowed				
		Orders under \$500.00, F.O.B. point of shipment freight prepaid and billed.				

\* Price adjustment clause is attached.

Stock items are subject to prior sale.

Transportation: ☐ Normal Allowed ☐ Not Allowed  
 SEE ABOVE

GENERAL ELECTRIC  
WILL SELECT  
METHOD AND ROUTING

This quotation is void unless accepted within 15 days from date hereof, and, in the meantime is subject to change upon notice.  
 It supersedes all previous quotations and agreements relating to this transaction.

Very truly yours,

*Karen Armstrong*  
 SIGNATURE AND SALES OPERATION  
 Karen Armstrong, Sales Assistant

NOTICE: Sale of any products or services covered by this quotation is conditional upon the terms contained herein (including those on the back of this form).  
 Any additional or different terms proposed by Buyer are objected to and will not be binding upon Seller unless specifically assented to in writing by  
 Seller's authorized representative.

FN-742 (7-75 Rev.) Printed (4-77)



## CONDITIONS OF SALE

1. **WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to meet said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder; provided, however, that if Buyer, in the course of its regular and usual business, transfers title to or leases such products (including equipment incorporating such products) to a third party, such period shall run until one year from such transfer or lease or eighteen months from shipment by Seller, whichever occurs first.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

If any product or service fails to meet the foregoing warranties (except title), Seller shall thereupon correct any such failure either, at its option, (i) by replacing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. Seller does not warrant any products or services of others which Buyer has designated.

2. **PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given assistance, information and assistance, Seller shall defend, or may settle, at its expense, any suit or proceeding against Buyer or its subsidiaries, or any of its subsidiaries, which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

3. **DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to Buyer on delivery.

4. **EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

5. **PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff or abatement as made. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any order for products by Buyer shall constitute a representation that Buyer is solvent. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency at any time prior to shipment.

If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

6. **DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

7. **TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

8. **LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenue, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(c) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller's liability to Buyer for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties".

(d) If Seller furnishes Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

9. **GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Seller will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) nonsegregated facilities and equal employment opportunity (including the seven paragraphs appearing in §202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of New York.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

Standard Sales Contract

Rev. 1-1-67

**CLAUSE 18**

The prices stated herein are firm for six months from date of the order.

For shipments made more than six months from the date of the order, the prices shall be increased at the time of shipment\* 1% for each full month or fraction thereof in excess of six months from date of order to date of shipment\*.

**CLAUSE 19**

The prices stated herein are firm for twelve months from date of the order.

For shipments made more than twelve months from the date of the order, the prices shall be increased at the time of shipment\* 1% for each full month or fraction thereof in excess of twelve months from date of order to date of shipment\*.

**CLAUSE 20**

(Formerly Clause 89)

The prices stated herein are subject to adjustment upward from the date of the order to the date of shipment\* at the rate of 2% of the selling price for each full month or fraction thereof.

\* In the event the Company has been delayed by any of the causes specified in the clause entitled "Excusable Delays" whereby it is forth in the Company's Conditions of Sale, "Shipment" shall mean the actual date of shipment.

# CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES  
CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

General Electric Company  
Room 1510  
300 Madison Avenue  
Toledo, Ohio 43604

ORIGINAL  
PURCHASE ORDER NO. 0495

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE November 21, 1978

SHIP TO —

City Street Lighting Dept.  
1701 South Lafayette Street  
Fort Wayne, Indiana 46803

MAIL ALL INVOICES TO —  
CITY UTILITIES

GENERAL ACCOUNTING  
4th FLOOR CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING  
CERTIFICATION AS REQUIRED BY  
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
		Per Quote #242-64539	154.01		
	100	#C249P500 400 Watt H. P. Sodium Regular Ballast Power Doors		79.00/ea	\$7,900. 00
		Multi volt 120/208/240/277			
		SUBJECT TO COUNCILMANIC APPROVAL			
		Net 30 Ship: Stock to 6 weeks F.O.B. Delivered Price per John Kelly Maint. & Stock			
		RM/pl #78-86			

APPROVED  
By *John Kelly*  
ATTENTION!  
All invoices to General Accounting  
4th Floor City-County Bldg.  
1 E. Main St.  
Fort Wayne, Indiana 46802  
Show P. O. Number on Packing Slip  
and Invoice.

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

BY \_\_\_\_\_  
CITY UTILITIES PURCHASING AGENT

SUBJECT TO CONDITIONS ON REVERSE SIDE

FORM U-23

## City Utilities

## PURCHASE REQUISITION

Date 11-9-78

Please order the following Material for Delivery as Specified:

To be delivered to CITY STREET LIGHTING

1701 S. LAFAYETTE

Req. No. 78-86

On or before

Per Quote # 242-64539

P. O. No. 0495

QUANTITY	DESCRIPTION	DIST. NO.	DEPARTMENT ESTIMATED COST
100	400 WATT H. P. SODIUM POWER DOORS	15401	
	<del>120/208/240/277 VOLT BALLAST</del>	<del>#79.00 ea</del>	<del>\$7900.00</del>
	<del>MULTI-VOLT 120/208/240/277</del>		
	MULTI-VOLT 120/208/240/277	Net 30	
	SHIP STOCK TO CUST.		
	F.O.B. Delroid		
	Price per John Kelley		
	Subj to Comptroller's approval		
	I hereby certify that the work or supplies above specified are necessary for stock or use in this department.		
	John T. Smolles	Department	
	Dept. Head	Character	
	Water		
	Street Lighting		

Single Source - Meets City Specs. & Standards.  
Not interchangeable with other sources.

11/16

Karen

Ask John

~~Questions here?~~

1. P.E. Receipt

no

2. Gstro done or not?

no

3. type ballast?

no

4. if it is dual voltage?

yes

Don't normally set at factory

usually done pole.

} This for  
ballast  
not power  
down

W/C

no record  
H.P. rated 120/240

has mercury  
& metal

RECEIVED  
PURCHASING DEPT.  
OCT 18 1978  
780212123456

4354  
TITLE OF ORDINANCE SPECIAL ORDINANCE - CITY UTILITIES PURCHASE ORDER NO. 0495 - GENERAL ELECTRIC COMPANY

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS 8-78-12-09

SYNOPSIS OF ORDINANCE CITY UTILITIES PURCHASE ORDER NO. 0495, GENERAL ELECTRIC COMPANY IN  
AMOUNT OF \$7900.00 FOR 100 SODIUM REGULAR BALLAST POWER DOORS FOR CITY STREET LIGHTING DEPT.

(MEMORANDUM AND PURCHASE ORDER ATTACHED)

EFFECT OF PASSAGE ACQUISITION OF POWER DOORS FOR STREET LIGHT FIXTURES

EFFECT OF NON-PASSAGE INABILITY TO REPLENISH STOCK FOR MAINTENANCE REPAIR AND REPLACEMENT

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$7900.00 FROM CITY UTILITIES

ASSIGNED TO COMMITTEE \_\_\_\_\_

EP